IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 3611 OF 1996

The National Small Industries)
Corporation Ltd.)
a company owned by Government of)
India, registered under the Companies)
Act, 1956, having its office at)
Prestige Chambers, 3rd floor,)
Kalyan Street, Masjid (E),)
Bombay - 400 009.)..Plaintiffs

Versus

1.**Shri Riyazuddin Saifuddin**)
doing business in the name and)
style of M/s. Roxi Oil Company,)
having his office at Mother)
Building, Dhandhy Saith House,)
Manthabare, Raipur, Madhya Pradesh)

2. Smt. Zohre Hasmi,)
w/o. Shri S.a. Hasmi,)
In ront of Silicate Karghana,)
Raipur, Madhya Pradesh.)..Defendants

Mr. P.Mahadik i/b. K.M.John for the Plaintiff.

CORAM: S.K.SHAH,J.

DATE : 15th December,2005.

P.C.

1. The suit is undefended against both the defendants.

2. The suit is filed for recovery of a sum of Rs.1,07,462/- being the arrears of hire purchase instalments and other charges with further interest.

3. The learned Counsel for the plaintiffs states that the claim in prayer clause (a) of Rs.21,430/- being the value of the machinery delivered to the defendants by the plaintiffs is wrongly made as this amount has been included in the amount specified in prayer (b). Therefore, no relief is necessary to be granted under prayer clause (a).

4. The case of the plaintiffs is that the defendants had entered into hire purchase agreement with the plaintiffs for the purpose of purchasing the machinery as described in Schedule I. Accordingly, the defendants had purchased the machinery and failed to pay the instalments which they had agreed to pay. Therefore, the suit is filed. In support of the claim, the plaintigffs produced the hire-purchase agreement, Exhibit "D" and the certified statement of account of the defendants, Exhibit "E". These

documents establish that balance due from the defendants under the hire purchase instalments which remained in arrears was to the tune of Rs.1,07,462/-. The plaintiffs are, therefore, entitled to the said amount.

5. The suit of the plaintiffs is, therefore, decreed in terms of prayer (b) with costs.

Decree be drawn accordingly.

(S.K.SHAHA,J.)